

## **Chapter R100 - Government Operations**

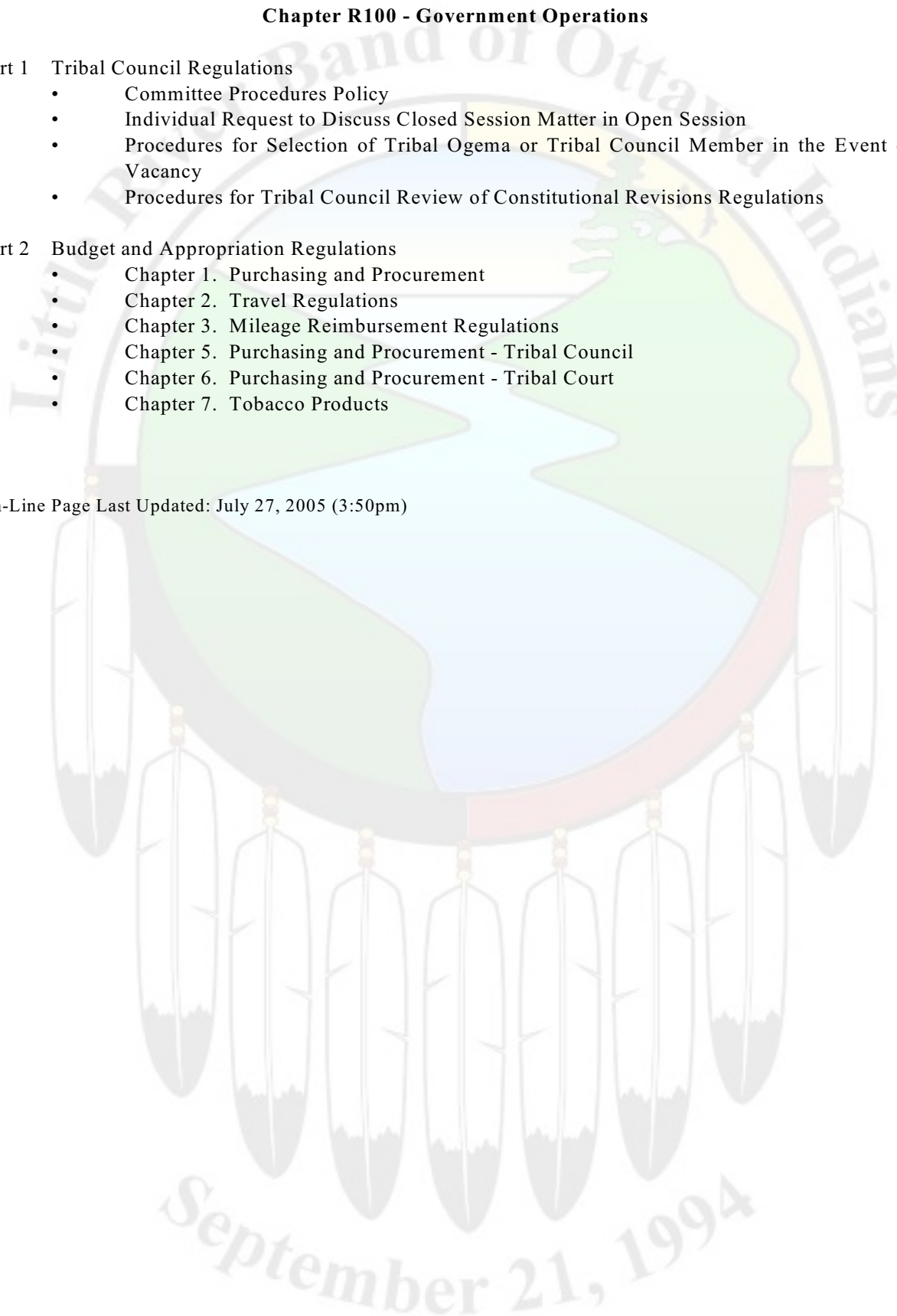
### **Part 1 Tribal Council Regulations**

- Committee Procedures Policy
- Individual Request to Discuss Closed Session Matter in Open Session
- Procedures for Selection of Tribal Ogema or Tribal Council Member in the Event of a Vacancy
- Procedures for Tribal Council Review of Constitutional Revisions Regulations

### **Part 2 Budget and Appropriation Regulations**

- Chapter 1. Purchasing and Procurement
- Chapter 2. Travel Regulations
- Chapter 3. Mileage Reimbursement Regulations
- Chapter 5. Purchasing and Procurement - Tribal Council
- Chapter 6. Purchasing and Procurement - Tribal Court
- Chapter 7. Tobacco Products

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## COMMITTEE PROCEDURES POLICY

### Section 1. Purpose and Definitions

A. *Purpose.* The Tribal Council shall establish Tribal Committees, as needed, in areas of governance and development. The Committees shall be composed of Tribal members and other interested persons who shall meet and discuss specific issues in order to provide information to the Tribal Council so that the Council can make better informed decisions that affect the Tribal community. In furtherance of this purpose, this Policy will provide rules for the organization, functions, responsibilities, and requirements of Tribal Committees.

B. *Definitions.* As used in this Policy:

1. *Standing Committee.* A Tribal Committee mandated or implied in the Little River Band of Ottawa Indians Constitution or so designated by the Tribal Council resolution. A Standing Committee's functions continue from year to year by virtue of continuing tasks and functions.
2. *Program Committee.* A Tribal Committee that is authorized by Tribal Council resolution due to a state or federal grant or contract requirement. A Program Committee shall exist for the term of the underlying program's grant or contract.
3. *Ad Hoc Committee.* A Tribal Committee authorized by the Tribal Council for a special or singular purpose that shall dissolve upon the solution of a specific problem or performance of a project. An Ad Hoc Committee shall exist only for as long as necessary to complete their assigned task, or as determined by Tribal Council resolution that created the Ad Hoc Committee.
4. *Staff Member.* An Employee of the Little River Band Tribal Government.
5. *Staff Liaison.* An Employee of the Little River Band Tribal Government whose employment is directly related to a Tribal Committee.
6. *Family Member.* For purposes of this Policy, a family member is considered:
  - 1) any person who lives in the same household regardless of their relationship to each other, or
  - 2) any person who is related in the following manner: father, mother, child (brother or sister), grandparents, and great-grandparents.
7. *Committee Member.* A voting member of the Committee.
8. *Management Team.* The Management Team includes, but is not limited to, the Tribal Chairperson and staff who have supervisory responsibility.
9. *Subcommittee.* A subcommittee is a part of the Committee that is selected to complete a task for the Committee. If the subcommittee is made up of non-Committee members, they do not have voting power.
10. *Commission.* Contrary to Committees, Commissions may be vested with certain governing or regulatory powers and duties. Commissions are created and their authority is defined by Tribal Council Ordinance.

### Section 2. Committee Composition

The purpose of a Committee is to provide specialized skills and input from members of the Little River Band of Ottawa Indians and other interested persons as designated by the Tribal Council when, and only when, there is a need for such input. To acquire diversified input and to ensure an effective Committee operation the following guidelines shall be met.

A. *Voting Members of Tribal Committees*

1. Each Committee shall have five voting members unless otherwise determined by Tribal Council.
2. No Committee shall have more than two family members as voting members.
3. Each Committee shall include at least two persons outside of the current service area (Manistee, Mason, Wexford, or Lake Counties).

B. *Non-Voting Members of Tribal Committees*

1. In addition to its voting members, the Committee Meetings shall be open to the public (unless otherwise exempted under Section 5B) and may include participants that are not members of the Little River Band of Ottawa Indians. None of these persons will have the ability to vote.

**C. Tribal Committee Positions**

1. *Tribal Council Contact Person.* The Tribal Council shall appoint one of its members as a contact person to each Committee.

2. *Staff Liaison.* In addition to its five voting members, each Committee shall have one staff member who will be appointed by the Tribal Manager to be the staff liaison and participate in all Committee meetings, but will not have the ability to vote.

3. *Chairperson.* Each Committee shall have a Chairperson who will be elected by the Committee.

4. *Secretary.* Each Committee shall have a Secretary who will be elected by the Committee.

**D. Vacancies.** The Chairperson will notify the Tribal Manager when a voting member of the Committee is no longer able to serve on it. Notice of vacancies must be advertised in the Tribal newsletter and by posting the notice in Tribal buildings. Candidates for the vacancies may be solicited by Committee Members or Tribal Council. No person may serve as a voting member of the Committee until such appointment is made by the Tribal Council.

**E. Removal.** A Committee Member may be removed from a Committee for the following reasons:

1) upon recommendation of the Committee and approval by Council after a Member has been absent more than two unexcused times; or

2) for any violation of any section of this Policy.

**F. Appointments.** Within 30 days after the Committee recommends a new voting member, the Council must decide whether to appoint or decline the recommendation. Members of all Committees shall serve for a period of two years, or until the Committee expires, whichever occurs first.

**Section 3. Functions of Tribal Committees**

**A. Work Plan and Budget.** Tribal Committees shall work with the Management Team in order to develop and submit a written charter establishing a Work Plan which includes goals, objectives, projected dates of completion for those tasks, frequency of reports that are to be written and submitted to Tribal Council via the Management Team, frequency of meetings with Chairperson and Management Team, and a budget within 60 days of creation of the Committee. Upon its completion, the Work Plan will be submitted to Tribal Council for its approval. After final acceptance of these documents by the Council, copies shall be furnished to the Tribal Secretary, the program and the Tribal Manager. After the Committee Work Plan has been accepted and approved, the Committee shall not address any other issues than what is specified in the Work Plan without Tribal Council's approval. Failure to establish a Work Plan and Budget is grounds for removal of one or all of the voting Committee members.

**B. Requirements of Committee Meetings**

1. *Quorum* - A quorum is necessary in order for the Committee meeting to proceed. At least 3 out of the 5 voting members need to be present in order to hold the meeting.

2. *Proxy Voting* - If a Committee decides that it wants to adopt voting by proxy, it will address it in their Work Plan. The suggested guidelines for proxy voting are as follows: if a voting Committee member is unable to attend a Committee meeting, that person will contact another voting member of that specific Committee and ask the person to vote on his/her behalf. If a person is absent 2 or more consecutive times and has not delegated his/her proxy to another voting member, then he/she may be removed from the Committee.

3. *Election and Term of Office* - The Secretary and Chairperson shall be elected by a majority vote of the voting Committee members and shall serve for a period of two years. If the member is unable to serve the term another person will be elected to complete the remainder of the two year term. At any time during the appointment, the person can resign from the Secretary position and may continue

to remain a member of the Committee. The Staff Liaison may be appointed to serve as the Committee Secretary. The Staff Liaison may decline the appointment if the person feels that she/he would be unable to fulfill the responsibilities of the position.

4. *Chairperson's Duties* - Each Chairperson shall run the meetings in accordance with their Work Plan's rules of procedure and this Policy. If the Chairperson is unable to attend, he/she shall ask a voting member (a person other than the Secretary) to conduct the meeting. The Chairperson will also be responsible to:

- 1) to contact the Tribal Council contact person on a regular basis and keep the person informed about the meetings;
- 2) to complete and present reports to the Management Team as determined by the Committee's Work Plan and the Tribal Council as necessary; and
- 3) to sign all letters, reports and other Committee papers as required.

5. *Secretary's Duties* - The Secretary of each Tribal Committee shall take the minutes of the meetings, regular, special and emergency in compliance with Exhibit "A" of this policy. The Secretary shall provide these minutes to each voting Committee member within seven days prior to their next meeting. At the beginning of the meeting, the previous meeting's minutes will be reviewed and changed, if necessary, and then approved by the voting Committee members. After these minutes have been approved, the Secretary shall provide a copy of the minutes to the Tribal Council and Management Team. The Secretary is also responsible for:

- 1) posting all notices of Committee meetings to the public in conformity with Section 5A of this Policy;
- 2) posting the approved Work Plan and Budget in the Tribal Office;
- 3) being the custodian of the Committee records and filing them in compliance with Section 4E of this Policy; and
- 4) keeping a list of the address and phone number of each Committee Member.

6. *Staff Liaison's Duties* - The Staff Liaison will report to the Tribal Committee concerning the operations of the Department or Program, if applicable. The Staff Liaison does not have voting power on the Committee. The Committee can use the Staff Liaison's information in compiling data and other recommendations to Tribal Council.

7. *Reports* - Committees shall submit approved meeting minutes and a written report to the Management Team two weeks prior to a Tribal Council meeting. The written reports will be generated as frequently as the Committee's Work Plan requires and shall identify issues, problems, recommendations, and activities, and explain how these topics relate to the goals and objectives of the Work Plan. The Management Team will review these documents and schedule appropriate time for the discussion on the Council's agenda. If the Committee fails to submit this information to the Management Team in accordance with this rule, Tribal Council will not entertain discussion on the topic unless it deems it an emergency.

C. *Responsibility of Tribal Committees*. Tribal Committees shall have only such responsibility as may be delegated to it in writing by the Tribal Council. Tribal Committees shall comply with all provisions of the Committees Procedures Policy unless specifically exempted in writing by the Tribal Council. Committees cannot obligate the Tribe, approve any type of spending on behalf of the Tribe or the Committee, or make policy or law unless authorized specifically in writing by the Tribal Council. The Tribal Committee will not exercise any supervision or provide directions to any Staff Liaison or other departmental or program staff, unless specified in the Work Plan and Budget. If the Committee is dissatisfied with the operations of the Department or Program, they must address their concerns in writing to the Management Team.

D. *Responsibility of the Tribal Council Contact Person*. The Tribal Council contact person and Committee Chairperson are responsible to communicate with each other at least one time per month to discuss the general operation of the Committee meetings. The Tribal Council contact person has a duty to inform the Tribal

Council of any problems that he/she feels need to be addressed by the Council.

E. *Filing.* The Secretaries of each Tribal Committee and of the Tribal Council shall keep an individual file of each Committee which includes a chronological filing system of each Committee's Work Plan, minutes, and any other information that pertains to the Committee. All materials, including but not limited to, the Committee's Work Plan and minutes, are the property of the Tribe. Any person who has any of this property shall surrender it to the Tribe upon demand or face prosecution.

#### **Section 4. Staff Participation**

A. Staff members whose work is directly related to the work of a Committee may be given release time to attend Committee meetings during working hours, with the prior approval of their supervisor or the Tribal Manager.

B. Staff members whose attendance is required by his supervisor to be at Committee meetings before or after work hours may accrue up to two hours of compensation time for each meeting attended. This allowance does not apply to staff who are voluntary members of Committees.

C. Staff members are assigned by the Tribal Manager to serve as a Liaison and cannot be assigned to more than one Committee.

D. Staff members cannot serve as voting member of more than one Committee.

#### **Section 5. Open Meetings and Access to Records**

A. Committees shall publish a schedule of all regular meeting dates, times and locations in the Tribal newsletter and post this information in all Tribal buildings, sufficiently in advance to encourage attendance.

B. Committee meetings and records shall be open to the public, except in matters involving Indian Child Welfare cases, personnel issues, legal cases or matters that may involve or result in litigation, or other matters of confidentiality.

C. All records including, but not limited to, Committee meeting minutes and Work Plans are the property of the Tribe.

D. Subject to any express limitations contained in the Little River Band of Ottawa Indians Constitution and the laws of the United States, members of the Tribe shall be provided access to review the records of Tribal Committees, including, but not limited to, meeting minutes, and the Work Plan and Budget, provided that such review shall be conducted during normal office hours.

#### **Section 6. Spending Authority and Compensation for Committee Members**

A. Committee Members may receive stipends for attending regularly scheduled Committee meetings if authorized by Tribal Council.

B. When travel is necessary for Committee Members in order to attend meetings or for Committee related training it must be approved in advance by the Tribal Manager. Members shall be compensated when authorized for per diem and mileage according to the Travel Policy adopted by the Tribal Council.

C. At the discretion of the Tribal Council, a Tribal Committee may be allocated a budget. All expenditures must be made in accordance with the Committee's Work Plan and approved in advance by the Tribal Manager.

## **Exhibit A**

### **Recording of Minutes**

1. **Introduction.** The actions taken by a Tribal Committee at its meeting - annual, regular, or special - are governed by Tribal law. The minutes of such meetings are the permanent record of the actions of the Tribal Committee, and for this reason, they should be made in such a way that they are legally sufficient and serve as a permanent reference for the Tribal Committee and for others concerned with such actions. The original copy of these minutes should be bound in some form of permanent binding and maintained in compliance with the Committee Procedures Policy.

2. **Heading of Minutes.** Minutes should be headed for ready reference and identification in capital letters and blocked in the upper right hand corner of each page. For example:

\_\_\_\_\_ COMMITTEE  
MINUTES OF FEBRUARY 23, 1997.

### **3. Opening Paragraphs.**

a. The opening paragraph of the minutes should reflect

- (1) the type of meeting,
- (2) the name of the Tribal Committee,
- (3) the date it was held,
- (4) the time of day it was held, and
- (5) the place it was held.

For example:

A regular meeting of the \_\_\_\_\_ Committee was held on April 4, 1997 at 1:00 p.m. at the Little River Band Office on River Street in Manistee.

b. The opening paragraph should be followed by a statement showing the Committee members and other present at the meeting by listing all of the Committee members and their respective Committee titles, the members that are absent, and a list of all others who are present. For example:

The meeting was called to order by Chairman Red, and the following Tribal Committee members were present: Secretary White, Committee Members Green, Brown and Yellow. Absent were: None. The following also were present: H.L. Back, Executive Director, and R.L. Purple, Tribal member.

4. **Approval of Minutes of Previous Meeting.** The next step should be the recording of the reading by the members and approval of the minutes of the previous meeting. For example:

The minutes of the previous meeting were read by Committee members and were approved without objection and placed on file as presented.

### **5. Resolutions and Motions.**

a. After the preliminaries set forth above, the actual business of the meeting should be recorded.

b. Taking minutes of the meeting should be simple and straight forward. A brief statement that explains the pros and cons of an issue should be placed in the meeting minutes followed by a vote on the issues unless a Committee member wants a specific opinion placed in the minutes, but in general this should be dissuaded. For example:

Meeting Rules - Members discussed what types of rules to conduct meetings should be adopted. Several procedures, including Robert's Rules of Order were discussed. Concerns addressing the adoption of these rules included the need to adopt a native democratic procedure.

After discussion, Committee Member White moved that the Resolution be adopted as introduced and read. The motion was seconded by Committee Member Green and on roll call it was adopted with the following vote:

In favor: Committee Members Red, Brown, Green and White

Opposed: None

The Chairman thereupon declared the motion carried and the Resolution was adopted.

c. In order to reduce the amount of typing required to prepare minutes, it is suggested that documents be incorporated in the minutes by reference and by attachment as appendices.

d. Actions of the Tribal Committee requiring approval by the Tribal Council before the action becomes effective should be recorded by showing that the action does not become effective until it is approved by the Tribal Council. This may be done in one of several ways. The motion or resolution may be prefaced with the words "Upon approval by the Tribal Council," or if Tribal Council has previously approved of the suggested action and placed its approval in writing, then the minutes should reflect that the Tribal Committee had knowledge that such written approval by the Council had been given.

**6. Closing.**

a. Closing of the meeting may be recorded as follows:

There being no further business to come before the meeting, it was moved, seconded, and carried that the meeting adjourn.

The Chairman thereupon declared the meeting adjourned.

**Tribal Council Procedure**  
**Individual Request to Discuss Closed Session Matter in Open Session**

**Authority:** In accordance with Article IV, Section 6(e) of the Constitution, the Tribal Council hereby promulgates the following procedure for Closed Session matter requested by individuals in open session.

**Closed Session Matter:** The Article IV, Section 6(d) of the Constitution identifies three matters that are presumed to be placed in Closed Session.

Open Meetings; Closed Sessions. All meetings of the Tribal Council shall be open to the Tribal Membership. However, the Council may meet in closed session for the following purposes:

1. Personnel Matters, provided the employee in question did not request a public meeting, or
2. Business matters involving consideration of bids or contracts which are privileged or confidential, or
3. Claims by and against the Tribe.

It is the determination of the Tribal Council that there is a presumption that the matter will be placed in Closed Session unless specifically waived by the individual to have the discussion in Open Session.

**Waiver of Closed Session Presumption:** An individual can waive the presumption of the Closed Session requirement by either:

1. *Agenda Item:* Filing an Agenda Request form which identifies the matter to be discussed and requests that the matter be placed in open session; or
2. *Public Comment Item:* By stating for the record – “I hereby waive my right to have this matter discussed in closed session.”

**Notice by Speaker:** The Tribal Council Speaker shall identify when a matter being discussed in Open Session meets the criteria stated in the Constitution for placement in Closed Session and shall notify the individual of this right and his or her ability to waive that right on the record. Provided that, the individual shall have the primary responsibility of identifying Closed Session matters and waiver of the right to have discussion in Closed Session.

**Posting:** This procedure shall be posted at the Little River Band Community Center; Little River Tribal Office; Little River Band Health Center; and Little River Band Downtown Office Building. Further, this procedure is forwarded to the Community Relations Office for consideration to be published in the Tribal newsletter.

**PROCEDURES FOR SELECTION OF A TRIBAL OGEMA OR TRIBAL COUNCIL MEMBER IN THE EVENT OF  
A VACANCY REGULATIONS**  
Regulation # R100-02:TC

**Chapter 1. Procedures For Selection of a Tribal Ogema with Less than 18 Months Remaining in  
Term of Office**

**Section 1. Authority; Purpose**

1-1. *Authority.* In accordance with Article X, Section 4(a) of the Constitution of the Little River Band of Ottawa Indians hereby promulgates these regulations for appointment of a Tribal Ogema where a vacancy occurs with less than 18 months remaining in the term of office.

1-2. *Purpose.* The purpose of these regulations is to set forth clear procedures for the selection and approval processes will provide for a smooth transition in governmental responsibilities of the office of Tribal Ogema which is in the best interests of the Tribe, the members and the Tribal Council in carrying out its governmental responsibilities.

**Section 2. Definitions**

2-1. *General.* For purposes of this regulation, certain terms are defined in this section. The word “shall” is always mandatory and not merely advisory. Unless defined elsewhere, terms defined in Chapter 1 and the Constitution of the Little River Band of Ottawa Indians are defined for the purposes of all these Regulations.

**Section 3. Procedures**

3-1. *Mailing of Notice of Vacancy and Request for Submissions.* A mailing, on a date determined by the Tribal Council, will go out to all Tribal members, aged 25 or older who live in the nine (9) county service area announcing that Tribal Council is looking for Tribal members who would be interested in filling the position of Ogema for the remainder of the unexpired term. The mailing announcement should contain the following.

- a. Clearly identify qualifications.
- b. Clearly state that the Tribal Council Speaker must receive all information by a date determined by the Tribal Council. All items must be received and the deadline will be adhered to, no exceptions will be allowed.
- c. Identify that the individual is expected to assume office on the next Tribal Council meeting date.
- d. Clearly state that the individual must be available for an interview sometime during a week identified by the Tribal Council. The interview will be scheduled at Tribal Council’s discretion.

3-2. *Information Required to be Submitted.* Eligible tribal members who are interested in the Ogema position will be required to submit the following information by the deadline date.

- a. A recent resume or vita outlining the applicant’s education, work experience, and any other relevant experience.
- b. A typed essay explaining why the applicant is interested in the Ogema position and what he/she feels they can bring to the position in terms of leadership, planning, vision, etc.
- c. Verification of eligibility as per constitutional requirements.

3-4. *Tribal Council Review.* Tribal Council will review the applications received, during a period identified by the Tribal Council, and schedule interviews with candidates during the following week.

3-5. *Deliberation; Final Decision.* Tribal Council will deliberate and make a final decision on a meeting specifically identified by the Tribal Council.

3-6. *Acting Ogema Period.* The Tribal Council Speaker will serve as Acting Ogema until a new Ogema is taken the oath of office.

**Section 4. Adoption; Amendment; Repeal**

4-1. *Adoption.* This Section is adopted by resolution # 02-0410-05.

4-2. *Amendment.* This regulation may be amended by the Tribal Council in accordance with the Constitution and any rules set forth governing amendment of regulation of the Little River Band of Ottawa Indians.

4-3. *Severability Clause.* If any provision of this regulation or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of this regulation which can be given effect without the invalid provision or application, and to this end the provisions of this regulation are severable.

4-4. *Compliance.* In regards to compliance with this regulation, substantial compliance with the 'spirit' of this regulation rather than complete compliance is acceptable.

**Chapters 2-4. Reserved for Future Vacancy Regulations**

**PROCEDURES FOR TRIBAL COUNCIL REVIEW OF CONSTITUTIONAL REVISIONS REGULATIONS**  
Regulation # R100-02:TC

**Chapter 1. Procedures For Review of Constitutional Amendments Proposed by Membership**

**Section 1. Authority; Purpose**

1-1. *Authority.* In accordance with Article XIV, Section 2 of the Constitution of the Little River Band of Ottawa Indians the Tribal Council hereby promulgates these regulations for review and consideration of amendments to the Constitution.

1-2. *Purpose.* The purpose of these regulations is to set forth clear procedures and policies for the review and recommendation processes for amendments to the Constitution which will provide assistance to members wishing to submit constitutional amendments, and for the Tribal Council to maintain the status and honor of the Constitution through a recognition of restraint in supporting or presenting constitutional amendments.

1-3. *Policy.* It is hereby the declared policy of the Tribal Council—

- a. That the founding document of Tribal government should be amended only by request of the membership.
- b. That while Councilors may lend or offer support to any constitutional amendment, that the Tribal Council shall not provide such support through a resolution adopted by the Tribal Council as authorized under Article XIV, Section 2 of the Constitution.
- c. That the Tribal Council desires to assist members in identifying language that clearly expresses the intent of the individual member, as well as transition language where needed as a result of proposed amendments.
- d. Finally, that in the interests of clearly identifying support for constitutional amendments, the Tribal Council identifies a petition form which may be used by members for collecting the number of signatures for support of a constitutional amendment.

**Section 2. Definitions**

2-1. *General.* For purposes of this regulation, certain terms are defined in this section. The word “shall” is always mandatory and not merely advisory. Unless defined elsewhere, terms defined in Chapter 1 and the Constitution of the Little River Band of Ottawa Indians are defined for the purposes of all these Regulations.

2-2. *Constitution* means the Constitution of the Little River Band of Ottawa Indians.

2-3. *Councilors* means an individual member of the Tribal Council.

2-4. *Eligible voter* means a member of the Tribe who is age 18 or older on the day he or she signed the petition.

2-3. *Member* means an individual enrolled as a member of the Little River Band of Ottawa Indians.

2-4. *Tribe* means the Little River Band of Ottawa Indians.

2-5. *Work session* means a time scheduled by the Tribal Council Recorder for the Tribal Council to discuss a specific subject matter.

**Section 3. Procedures**

3-1. *Receipt of Proposed Constitutional Amendments.* The Tribal Council Recorder shall receive all requests to amend the Constitution presented by members or Councilors. Such receipt shall be signified by stamp or signature on the face of the original document. All requests must be originals, signed, and identify with reasonable specificity the proposed amendment, and the reasons therefore.

3-2. *Review.* The Tribal Council Recorder shall schedule a work session to present and discuss the proposed amendments, receive comments by Councilors, and/or request legal review. The requesting party may or may not be present, but shall be forwarded notice of the work session, and the purposes for which it is called. Tribal Council Recorder shall determine whether to request a legal opinion before the work session.

3-3. *Work Session Review.* At the conclusion of the work session with the requesting party, the Tribal Council shall request an annotated version of the proposed amendments, include recommended revisions, and identify potential transitional methods in the event the amendments are adopted. Such document shall be developed in a timely fashion and forwarded to the Tribal Council and the address of the requesting member.

3-4. *Petitions.* Members submitting petitions for constitutional amendments are encouraged to utilize the form approved by the Tribal Council. This petition form identifies the proposed constitutional language by summary on the petition and in full by attachment, if necessary. Each member supporting the petition must identify –

- a. printed full name, and nicknames if applicable;
- b. signature
- c. home address;
- d. enrollment number; and
- e. date of birth.

The Tribal Council Recorder shall assist, or cause to have assistance given, in development of the petition forms which contain the constitutional amendments, and to have 20 copies of that form made for use by the member in obtaining signatures.

3-5. *Verification of Signatures.* Petitions for amendment of the constitution shall be delivered, or forwarded, to the Election Board for verification that 30% of the eligible voters have signed in support of the proposed amendments. The number of eligible voters shall be identified as the number members age 18 or older on the date the petition is submitted. The Election Board shall forward to the Tribal Council a memo certifying that the signatures on the petition have been verified, and the percentage of eligible voters signing the petition.

3-6. *Receipt of Verification.* The Tribal Council Speaker shall forward a copy of the petition, the certification memo from the Election Board to the Secretary of the Interior upon receipt with a cover letter requesting a Secretarial Election in accordance with Article XIV of the Constitution.

3-7. *Secretarial Election Board.* The Election Board shall serve as the election body for a Secretarial Election.

## **Future Chapters Reserved for Additional Procedures**

### **Section 4. Adoption; Amendment; Repeal**

4-1. *Adoption.* This Chapter is adopted by the Tribal Council by resolution # 02-0814-09.

5-2. *Amendment.* This regulation may be amended by the Tribal Council in accordance with the Constitution and any rules set forth governing amendment of regulation of the Little River Band of Ottawa Indians.

5-3. *Severability Clause.* If any provision of this regulation or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of this regulation which can be given effect without the invalid provision or application, and to this end the provisions of this regulation are severable.

5-4. *Compliance.* In regards to compliance with this regulation, substantial compliance with the ‘spirit’ of this regulation rather than complete compliance is acceptable.

## **BUDGET AND APPROPRIATION REGULATIONS**

Regulation # R100-01:AC-01

### **Chapter 1. Purchasing and Procurement**

#### **Section 1. Authority; Purpose**

1-1. *Authority.* In accordance with Section 4.10 (e) of the Budget and Appropriation Ordinance, # 01-100-04, the Tribal Council hereby promulgates these rules for purchasing and procurement by the Little River Band of Ottawa Indians.

1-2. *Purpose.* This policy is intended to provide a framework for ensuring that Tribal purchase transactions are understood, and accompanying procedures are uniformly applied. Guidelines are placed to support purchasing activities of the Tribe and to create a managed purchasing system.

#### **Section 2. General Policies**

2-1. *Applicability.* This policy shall be followed by all Tribal Government Offices and affiliated entities, and shall include purchases by the Housing Commission and Housing Department.

2-2. *Justification.* All purchase and contract actions must be justifiable and support legitimate Tribal program objectives.

2-3. *Pricing.* Purchasing and contract actions will be based on competitive pricing to the greatest extent possible and exceptions shall be documented and approved. Competitive pricing as used in this policy means obtain price quotes or bids from multiple vendors to assure the lowest price on quality goods and services.

2-4. *Purchasing Authority.* All purchases are to be made by the Purchasing Department. Purchase variances must not exceed 10% above the suggested price, excluding shipping and handling.

2-5. *Approval.* It is the intent of these policies to treat purchases as a logical group. Purchases shall not be broken or separated into smaller amounts to avoid necessary levels of approval.

2-6. *Contracts.* All purchases shall be accompanied by an original signed contract or purchase order which shall be filed with the Purchasing Department.

2-7. *Legal Review.* All contracts and other forms of agreements, excluding purchases from vendor catalogue pricing, shall be required to have a written legal review of the contract. If amendments are requested or recommended in that legal review, documentation that identifies that the Legal Department has reviewed the amendments or determined that the amendments are not required.

2-7[a]. *Contract Authorization and Ratification Required.* All contracts shall be required to have ratification by the Tribal Council, in accordance with Article IV, Section 7(b) of the Constitution, regardless of any purchasing authority granted in these regulations. Further, that both the Purchasing Supervisor shall be required verify that the appropriate documentation is presented with requests for expenditures, and that the Accounting Department is required to verify that the appropriate documentation and authorization is attached to the check when presented for signature.

#### **Section 3. Contract Authorization Levels**

3-1. *Monetary Authorization.* No employee is authorized to bind or commit the Tribe to the purchase or any goods or services.

3-2. *Contracts and Purchase Requisition Approval.* Program Directors shall place all purchases through the Purchasing Office and shall obtain approval as set forth in this section. Program Directors shall request the Purchasing Office, after approval by the Ogema, to negotiate all purchases in excess of \$8000.01. The following value and authority levels limit authority to initiate the development of purchase requests and/or contracts.

- a. \$.00 to \$1500.00, with authorization from the Purchasing Supervisor and the Program Director.
- b. \$1500.01 to \$8000.00, with authorization from the Ogema and the Purchasing Supervisor.

- d. All purchases over \$8000.01, with authorization by the Tribal Ogema and Tribal Council and the Purchasing Supervisor.

#### **Section 4. Responsibilities**

4-1. *Program Directors.* Program Directors are responsible for achieving program goals and at the same time conserving Tribal resources and maintaining accountability. Their responsibilities begin with the development of a sound program budget. As managers, their primary responsibilities in relation to purchasing are:

- a. Exercising control over expenditures, to ensure that they do not exceed amounts allotted in the budget and that they are consistent with purposes detailed in the budget.
- b. Ensuring that transactions are made with adequate planning and that emergency buying is avoided.
- c. Ensuring that all requisitions are prepared properly.
- d. Coding expenditures properly.
- e. Determining that expenditures are completed within the performance period for the grant program, which they support.
- f. Provisions of certain Tribal grants and contracts may apply policies or require practices, which lie beyond those defined in this policy. Whenever funds under a specific federal grant or contract are used for purchasing or contracting purposes, it is the responsibility of the Program Director to abide by the terms and conditions of the grant or contract requirements.
- g. Keeping record of all purchases made for back reference and accountability

4-2. *Purchasing Supervisor.* The Purchasing Supervisor is responsible for seeing that all purchasing activities are carried out properly and in a manner that best serves the interests of the Tribe. The Purchasing Supervisor is the person with primary responsibility for representing the Tribe as it enters into agreements with vendors. As such, the Purchasing Supervisor carries out many specific purchasing responsibilities, including:

- a. Seeking competitive quotations, bids, and proposals whenever feasible, to insure that the Tribe obtains quality goods or services at reasonable prices.
- b. Obtaining or providing the appropriate written approval of all purchase actions.
- e. Routing invoices and purchase orders to the Accounting Department.
- f. Maintaining documents regarding purchasing activities for two years.
- g. Maintaining documents regarding contract activities.
- h. Reviewing and monitoring all active purchase orders, noting payment terms and conditions to make sure that they are fulfilled.
- i. Determining whether potential vendors are responsible, for example have resources, personnel, integrity, and overall capability to meet the Tribe's needs successfully.
- j. Preparing bids and quotes.
- k. Reviewing the statement of work submitted by the Program Director.
- l. Purchasing goods for stock and building supplies.
- m. Maintaining a vendor file.
- n. Keeping all vendors aware of Tribal Purchasing Policies and Procedures.
- o. Verifying that all purchasing requirements have been met before issuing a purchase order.

4-3. *Tribal Ogema Review.* The Tribal Ogema is responsible for reviewing a monthly purchasing activities report for purchases under \$1500.00. The Tribal Assistant Manager may be delegated responsibility for this review by written memorandum signed by the Tribal Ogema. Provided that, disciplinary actions resulting from non-compliance with these regulations remain the responsibility of the Tribal Ogema.

4-4. *Tribal Ogema.* The Tribal Ogema, as the chief administrator for the Tribe, is responsible for overseeing the entire purchasing process. In addition to that general responsibility, the Tribal Ogema holds specific responsibility for:

- a. Approving purchase requests and contracts submitted that exceed \$1500.01, but do not exceed \$8000.00.

- b. Responsible for executing all contracts.
- c. Responsible for submitting in writing a list of all individuals identified as Program Director to exercise authority under 3.2(a) on an annual basis to Purchasing Department and Controller, and shall be amended and updated with any personnel changes.

4-5. *Tribal Council*. The Tribal Council has final responsibility for management of the Tribe's resources. Its key responsibilities in regard to purchasing are:

- a. Approving program budgets.
- b. Ratifying all purchases requests and contracts.

## **Section 5. Standards of Conduct**

5-1. *Ethical Conduct*. It is important that high standards of conduct be maintained at all times to ensure confidence and integrity in the Tribe's purchasing process. All Tribal officers, employees, and agents who are involved in purchasing and contracting activities must follow the standard of conduct set forth below:

- a. Tribal employees will refrain from participating in a purchasing or contracting action, which a conflict of interest would be involved.
- b. Tribal employees will not accept gratuities, favors, or gifts of monetary value.
- c. Any Tribal employee who has unknowingly obtained any benefit resulting from a purchase or contract will immediately, upon discovery, report the benefit to his or her immediate supervisor.
- d. No employee of the Tribe shall knowingly use confidential information for actual or anticipated personal gain, or for the actual or anticipated gain of any other person.

## **Section 6. Purchasing Procedures**

6-1. *Request for Purchase Order*. Any purchase for goods or services on behalf of the Little River Band of Ottawa Indians must be initiated by submitting a "Request for Purchase Order" form with the following information:

- a. Date: The date the request is being made.
- b. Program number: Enter in the program number to which the purchase will be charged.
- c. Account number: Enter in the account number from which the purchase amount will be obligated.
- d. Placed by: Whom (employee) is requesting the purchase
- e. Quantity: The amount of the item.
- f. Description: A clear item description including catalog number, color, size or any other information that may be needed to identify the item.
- g. Page number: Enter in the page number item was found if available.
- h. Source: Enter complete name, address, and phone number of suggested vendor.
- i. Price: Enter in the items unit price and multiplied price if ordering more than one unit.
- j. Approved by: Must be signed by the proper authorized personnel. See authorization levels in this policy.
- k. Justification: Reason for purchase.

6-2. *Issuance of Purchase Order*. The requisition form is sent to the Purchasing Department. Upon receiving all required authorizations a purchase order will be issued.

6-3. *Encumbrance Procedures*. The Purchasing Department shall place orders as follows:

- a. All approved requisition forms shall be assigned a Purchase Order number.
- b. The Purchasing Department shall provide documentation prior to placing an order that funding is available to support the request for purchase. Supporting documentation shall be attached to the purchase order. The Purchasing Department will match orders according to price and supplier and verify pricing.
- c. The Vendor will be phoned, faxed, or mailed. A description of the item should include color, size, and any additional information that maybe needed.

- d. The Purchase Order is then entered into the Accounting System.
- e. An original Purchase Order is printed and signed. A copy shall be routed to Program Director and the Receiving Department.
- f. Departments are responsible for maintaining copies of their own request. The purchase order number that is assigned to an order can also be used to lookup an order that may require an item to be returned or used for future orders of a similar item.
- g. All purchase orders shall identify a shipping address and an invoicing address. All invoices shall be mailed to Accounts Payable. When the invoice arrives with the goods, the invoice shall be routed to Accounts Payable.

#### 6-4. *Procurement Transactions*

- a. Small procurement transactions shall be used when purchasing supplies and equipment under \$100,000 in value.
- b. Major procurement transactions shall be used when purchasing supplies and equipment in excess of \$100,000 in value and shall require open solicitation and bidding.
- c. *Standing Purchasing Orders.* When business with a vendor is on a regular basis and purchases or service dollar amounts vary, it may be more cost effective to establish a standing purchase order with the vendor. A Standing Purchase Order shall be generated and maintained in the same fashion as the Purchase Order request.

#### 6-5. *Quotes & Bidding Requirements*

- a. Required Competitive Quotations. An adequate number of quotations from qualified sources are required. There are two different methods to soliciting for price quotes – oral and written. To ensure the needs of the Tribe are met and at the same time ensuring that an adequate number of quotes are obtained.
  - 1. For purchase requests up to \$1,000.00, oral quotes are sufficient but in some cases it is more adequate to request a bid in writing. Adequate competition should still be sought for purchases under \$1,000.00 if the Purchasing Supervisor determines it to be feasible. The following factors must be taken into account when determining if it is adequate to obtain more quotes:
    - A. What is known about recent and similar purchases.
    - B. Soliciting bids out weighs the monetary value of the good.
    - C. In cases where the Purchasing Supervisor determines it to be more efficient, purchase orders can be issued for an amount not to exceed. For cases such as these, the amount shall never exceed \$250.00. The requisition shall list the requested items. The purchase order shall show, the determined not to exceed amount.
    - D. Items that are purchased under a GSA contract.
    - E. Written quotes are required for items purchased exceeding \$1,000.00 any exceptions must be documented and approved by-
      - 1. For Ogema Operations – The Ogema
      - 2. For Tribal Council – The Speaker or Recorder
      - 3. For Tribal Court – The Chief Judge of the Tribal Court

#### 6-6. *Bidding Process.* All bids shall be generated in the following manner:

- a. The Program Director will provide the Purchasing Department with a description of equipment or service expectations/needs.
- b. The Purchasing Department will contact the source or sources and notify them of the opportunity to bid.
- c. Bids must be submitted in writing within a predetermined time frame.
- d. The following restrictions and requirements must be followed in order to obtain a fair and just bid.
  - 1. Bids must be in writing.

2. All bids are confidential.
3. All copies of bids shall be attached to the purchase order.

6-7. *Sole Source Bidding.* Programs may from time to time have immediate needs to meet program objectives or to protect the health and safety of employees or Tribal Members. In such cases documentation and approval must be obtained from

- a. For Ogema Operations – The Ogema
- b. For Tribal Council – The Speaker or Recorder
- c. For Tribal Court – The Chief Judge of the Tribal Court

6-8. *Documenting Quotes.* All quotes must be documented. A record is necessary to show that competition was obtained when feasible and to be utilized for future purchases. All soliciting documents shall be attached and remain with the purchaser order.

6-9. *Evaluating Quotes and Selection of Vendor.* Indian preference must always be a factor when evaluating quotes and in the vendor selection process. The Purchasing Supervisor shall evaluate the quotes received and determine which quote is the most favorable buy. The price should be the determining factor, but in cases where the Purchasing Supervisor determines that the bidding vendor is not responsible and cannot fulfill the requirement properly and on time, these requirements must be considered over price.

6-10. *Receiving.* Shipments shall be delivered to the Receiving Department unless otherwise specified by the Purchasing Department. The procedure for receiving goods is as follows:

- a. Packing slips must be matched by the purchase order.
- b. The Receiving Department shall inspect all shipments to make assure they have been received in good condition and in the proper quantity.
- c. As shipments are received, a check mark shall be entered on the packing slip beside the item to demonstrate that the item was received.
- d. Every received order must be stamped as “received” and initialed by the receiving personnel.
- e. Once the order has been received, receipt of the order is entered into the Accounting system.
- f. The packing slip or invoice shall be forwarded to Accounts Payable for payment and closeout.
- g. Purchases will be delivered by the Receiving Department.

6-11. *Backorders.* When purchasing supplies on a daily basis, situations will occur where the entire order is not received on the same date. Such an occurrence places the order in a backorder status and the following procedure shall be followed:

- a. The Receiving Department shall be responsible for notifying the Purchasing Department that an order has been placed on backorder.
- b. The Purchasing Department will then be responsible for tracking and placing the order in a backorder status in the Accounting system.

## **Section 7. Adoption; Amendment; Repeal**

7-1. *Adoption.* This Chapter is adopted by the Tribal Council on March 6, 2002 by resolution # 02- 0306-07 and amended by resolution # 03-0618-177, and resolution # 04-0512-\_\_, as amended by resolution # 04-1201-481. As further amended by resolution # 04-1218-526.

7-2. *Amendment.* This regulation may be amended by the Tribal Council, or by submission of amendments by the Tribal Ogema approved by the Tribal Council, in accordance with the Constitution and any rules set forth governing amendment of regulations of the Little River Band of Ottawa Indians.

7-3. *Severability Clause.* If any provision of this regulation or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of this regulation which can be given effect without the invalid provision or application, and to this end the provisions of this regulation are severable.

7-4. *Compliance.* In regards to compliance with this regulation, deviation from the requirements of this regulation must be noted and corrected. Failure to follow the requirements of this regulation may result in

disciplinary action, up to and including termination from employment and action to recover expenditures resulting from unauthorized actions.

## **Chapter 2. Travel Regulations**

Regulation # R100-04:AC-02

### **Section 1. Authority; Purpose**

1-1. *Authority.* In accordance with section 4.10(e) of Budget and Appropriations Ordinance, # 01-100-04, the Tribal Ogema hereby promulgates these regulations for implementation of the *Travel Regulations*.

1-2. *Purpose.* The Tribe recognizes that representatives of the Tribe who travel far from home must forego their living accommodations and may forfeit time for personal activities. Accordingly, the Tribe will make efforts to provide comfortable and secure accommodations for lodging and transportation for representatives. However, the Tribe reserves the right to deny reimbursement of expenses that are considered lavish, extravagant, or unreasonable. This regulation is intended to provide procedures for identifying and reimbursing travel expenses.

### **Section 2. Definitions**

2-1. *General.* For purposes of this regulation, certain terms are defined in this section. The word “shall” is always mandatory and not merely advisory. Unless defined elsewhere, terms defined in Chapter 1 and the Budget and Appropriations Ordinance are defined for the purposes of all *Travel Regulations*.

2-2. *Purchasing and Travel Department* means the office or Accounting Department personnel responsible for arranging and closing out travel of employees and government officials.

2-3. *FTR* means federal travel regulations as set forth in 41 C.F.R. Ch. 301 as may be amended from time to time.

2-4. *POV*

2-5. *Tribal Vehicle*

### **Section 3. Overall Policy**

3-1. *General Policy Statements.* The policy statements in this Section provide a foundation for all policies and procedures for a sound travel approval, advance and reimbursement system.

3-2. *Guidelines.* Expenses are to be within established Tribal guidelines, OMB Circular A-87, and federal guidelines as set forth in 41 C.F.R. Ch. 301 as may be amended. Reimbursements will be made only with proper documentation and as established in this regulation.

3-3. *Application.* All employees, elected officials and appointed officials shall comply with the requirements of this policy.

3-4. *Purpose of Travel.* Travel should be for the purposes related to the traveler’s position and/or education related to enhancing the traveler’s ability to do his or her job. Travel shall not be used for personal gain.

3-5. *Responsibility for Unapproved Expenses.* Travelers will be responsible for excess cost and any additional expenses incurred to accommodate personal preference.

3-6. *Responsibility for Travel.* All travelers are responsible for complying with the Tribe’s travel policies, and for following procedures stated in this regulation.

3-7. *Reduction of Per Diem Rates.* The Purchasing and Travel Department shall reduce from per diem rates, those costs associated with pre-paid meals included in a seminar where the traveler is offered the choice to attend that portion of a conference or seminar where a meal is included.

### **Section 4. Procedures**

4-1. *General.* The following procedures must be used for all travel requests by travelers.

4-2. *Authorization.* An “Authorization for Travel Form” must be completed in full and signed by the Department Director and traveler to begin processing travel arrangements. All incomplete forms will be returned to the traveler.

4-3. *Purchasing and Travel Department.* After the Authorization for Travel Form has been completed and

authorized, the traveler will attach the Authorization for Travel Form, and a copy of the agenda of the business meeting, seminar, or training that the traveler will be attending, and forward those documents to the Purchasing and Travel Department.

a. All travel requests must be turned into the Purchasing and Travel Department at least ten working days in advance of travel. Any exceptions must be authorized in writing by the Ogema and the traveler is responsible for obtaining the Ogema's authorizing signature.

b. The Purchasing and Travel Department will then fill out a Travel Advance Form and a Check Request Form. Three copies shall be created – one copy for the Purchasing and Travel Department, the second copy for the Accounting Department, and the third copy for the traveler.

4-4. *Travel Advance Guidelines.* A Travel Advance will be processed at the estimated cost of travel utilizing the rates identified in 41 C.F.R. Ch. 301 and appendices, unless actual estimated costs are available in regards to lodging and transportation.

4-5. *Travel Closeouts Required.* All travelers that receive a Travel Advance must fill out a Travel Closeout Form within ten business days after completion of travel. The Travel Closeout is forwarded to the Purchasing and Travel Department with receipts attached. If the Travel Closeout and proper receipts are not returned and remain outstanding beyond ten days from the return date of the travel, the Travel Advance will be deducted from the traveler's paycheck(s), or stipend reimbursement(s) for Commissioners, Committee members, and other persons receiving a stipend, in full and the traveler will be denied any other travel until proper travel statements are filed. Provided that, no travel advance deduction shall exceed 75% of any paycheck. Upon submission of the Travel Closeout, the travel advance, or that portion deducted from the traveler's paycheck, shall be reimbursed to the traveler within three business days of receipt of the approved Travel Closeout Form.

4-6. *Travel Report Required.* All travelers are required to submit a travel report with Travel Close out forms. Travel reports shall also be submitted to the traveler's supervisor. The travel report shall summarize the purpose of the travel, information which the employee wishes to highlight, and a recommendation of the value of the conference or seminar, if applicable, to the Tribe and tribal employees.

4-7. *Unexpected Expenses.* For unexpected travel and/or expenses, the traveler is responsible for the following:

a. Obtaining written authorizations from the Ogema.

b. Notifying the Purchasing and Travel Department of all such expenses and/or travel prior to incurring, or as soon after incurring, the expense and/or travel as is practicable.

## **Section 5. Travel Types and Expense Guidelines**

5-1. *Type of Travel.* The easiest way to prepare a Travel Closeout is to determine which type of travel is being taken and complete the appropriate form. The types of travel and related forms are:

a. Travel not including overnight stay, and within 90 miles of the traveler's departure address: fill out the Travel Reimbursement Request.

b. Travel not including overnight stay, eight hours or more going farther than 90 miles away from the traveler's departure address: fill out Authorization for Travel Form and Travel Closeout Form within 10 days of return.

c. Travel including overnight stay, with commercial lodging: fill out an Authorization for Travel Form, and Travel Closeout Form within 10 days of return.

d. Travel including overnight stay, without commercial lodging: fill out an Authorization for Travel Form, and Travel Closeout Form within 10 days of return.

5-2. *Reimbursement for Canceled Travel.* Employees will be held liable for all costs if a trip is cancelled for any reason other than emergency, related to employment as approved by their supervisor, or meeting/conference is cancelled by sponsoring agency. The travel advance shall be returned by the employee, if issued. The Purchase and Travel Department shall attempt to reduce expenses related to cancelling the

travel. The Purchase and Travel Department shall notify the employee of the expenses related to cancelled travel which shall be either paid in full by the employee and/or deducted from the employee's next paycheck(s).

5-3. *Expense Guidelines.*

a. *Air Travel.* All air travel arrangements are to be made by the Purchasing and Travel Department.

1. Employees are to fly coach class.
2. Employees are not to take any voluntary "bumped" airline flights. In cases where the traveler is "bumped" involuntarily any compensations received should be made out to the Little River Band of Ottawa Indians and forwarded to the Purchasing and Travel Department, additional per diem will be allowed.

b. *Lodging.* Arrangements are to be based on value and convenience for the traveler and according to what is usual and customary.

1. Advances shall be in accordance with the lodging rate in 41 C.F.R. ch. 301, Appendix A.
2. When attending a conference the traveler shall stay at the hotel where the conference, training or seminar is given or at a hotel nearest the location to avoid excessive lodging or transportation costs.
3. If lodging expenses exceed the lodging rate, the amount must be justifiable and preauthorized by the Ogema; provided that in accordance with 41 C.F.R. section 301-11.303, the maximum amount that may be reimbursed is limited to 300% in excess of FTR rate.
4. If a traveler is accompanied by a family member or a friend, the traveler will be reimbursed for the cost of the traveler only.
5. Travelers are given an advance sufficient to cover the costs of lodging. Travelers must submit a receipt with the Travel Closeout form in regards to the hotel or lodging expenses. A traveler shall be reimbursed only for actual costs, and shall refund to the Tribe any amount of the travel advance in excess of actual costs.

c. *Meals.* Travelers will be responsible for obtaining their own meals while traveling. To that extent, travelers are advanced the per diem rate identified in 41 C.F.R. ch. 301.

1. Travelers shall receive prior approval to host a meal, meeting or other monetary obligation on behalf of the Tribe, and identify the date of the activity, the parties present, and the purpose of the activity.
2. Travelers shall identify, prior to, or upon return, that a meal, or meals, was provided and whether that meal was lunch or dinner. Meals, for purposes of this subsection, do not include breakfast, snacks or other inconsequential items.

d. *Vehicle Use.* When multiple employees attend the same event, car-pooling will be required.

1. If three or fewer employees attend an event, the payment for only one vehicle (POV, Tribal, or rental) will be authorized.
2. If four or more employees attend an event, payment for multiple vehicles (POV, Tribal, or rental) will be authorized as needed to properly accommodate the group.
3. Payment for one employee to travel alone in a vehicle (POV, Tribal or rental) when multiple employees are attending an event can be approved by the appropriate official as identified in section 6-2 for reasons of health, safety or convenience of the Tribe.

e. *Car Rental.* If a car rental is required at the destination, advance arrangements shall be made with Purchasing and Travel Department. Rental cars will only be permitted where the cost of the rental would be less than the daily cost of taxi fare or other transportation other than city buses or subways are available. Examples of other transportation includes hotel vans or buses, conference vans, buses or group transportation, or airport buses. Arrangements will be made for economy class vehicles. Exceptions for mid-sized or greater vehicles may be pre-authorized when an identified business related need exists. The traveler will be issued a certificate identifying the Tribe's insurance

coverage and contact phone numbers in the case of emergencies.

f. *Personal Vehicles.*

1. Employees should always request a Tribal vehicle, but in cases where a Tribal vehicle is not available a traveler may use his or her own automobile for business. Reimbursements are allowed at the mileage rate as amended from time to time in the Federal Register. The Purchasing and Travel Department will notify employees of changes to the mileage rate in a timely manner. The traveler will submit a Travel Reimbursement Request when traveling in the service area, or fill out a Travel Advance Form and Travel Closeout Form when traveling out of the service area.

2. When use of a personal vehicle is requested in lieu of airfare by the traveler, a cost comparison of 14-day advance airfare purchase must be made to justify the use of a personal vehicle. If the airfare is a lower cost to the Tribe the traveler will be advanced the amount of the airfare versus the mileage. Provided that –

A. the traveler shall sign a statement that he or she is not acting in their employment capacity during any time period when they are traveling to or from the destination in lieu of utilizing airline transportation; and

B. the traveler will be compensated per diem and hotel expenses for one day prior to the conference beginning date and for one day after the ending date of the meeting or conference period.

g. *Telephone; Incidental Expenses.* Business related telephone charges are allowable and are to be attached to lodging receipt. Room service charges, and video rentals are considered incidental expenses and will not be covered.

h. *Personal Calls.* Travelers shall be allowed \$5.00 per day for personal calls, receipts are not necessary. All personal calls on the hotel bill shall not be reimbursed. All business calls shall be made to the toll free business line of the Tribe.

i. *Miscellaneous.* Any additional business expenses that are not categorized above should be listed under miscellaneous expenses and documented with all receipts to substantiate the expense. Miscellaneous expenses would include but are not limited to: fax, copy charges, bridge fares and tolls. The employee's supervisor shall review and approve all miscellaneous expenses.

## **Section 6. Authorizations**

6-1. *General.* Where authorization is required in this Chapter, and a specific office or position is not identified, the authorizations as set forth in this Section shall be obtained.

6-2. *Tribal Council; Tribal Ogema; Tribal Court.* The members of the Tribal Council, the Tribal Ogema, or the judges of the Tribal Court shall be authorized to approve travel related to those offices.

6-3. *Executive Branch.* For purposes of approval, expenses related to travel include transportation, per diem, and lodging. Registration costs to attend conferences, meetings, etc., shall be considered separately.

a. All travel shall first be authorized by a Department Director and expenditures up to \$250 may be authorized by the Department Director so long as such travel expenditures are in accordance with this regulation. Travel expenditures outside of this regulation or in excess of FTR rate shall require approval by the Ogema.

b. When the cost of such travel exceeds \$250, approval by the Purchasing and Travel Department is required; provided that, travel expenditures of Accounting Department employees shall be approved by the Chief Financial Officer. The Purchasing and Travel Department may authorize travel expenditures that include lodging expenditures that do not exceed \$10.00 over FTR rate for lodging rates.

c. When the cost of travel exceeds \$900, approval by the Tribal Ogema shall also be required. Provided further, that the Ogema shall be required to approve all travel expenditures outside of this

regulation or that exceed \$10.00 over FTR rate for lodging rates.

#### **Section 7. Adoption; Amendment; Repeal**

7-1. *Adoption.* This Chapter is approved by the Tribal Ogema on August 1, 2003 and approved by the Tribal Council on August 6, 2003.

a. *Amendment.* The Ogema approved amendments on November 17, 2004 and approved by the Tribal Council by resolution # 04-1117-458.

b. *Amendment.* As further amended by resolution # 04-1218-526.

7-2. *Amendment.* This regulation may be amended by the Tribal Council, or by submission of amendments by the Tribal Ogema approved by the Tribal Council, in accordance with the Constitution and any rules set forth governing amendment of regulations of the Little River Band of Ottawa Indians. Provided that, any amendments must be approved or adopted in the same manner as set forth in section 7-1.

7-3. *Severability Clause.* If any provision of this regulation or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of this regulation which can be given effect without the invalid provision or application, and to this end the provisions of this regulation are severable.

7-4. *Compliance.* In regards to compliance with this regulation, substantial compliance with the 'spirit' of this regulation rather than complete compliance is acceptable.

7-5. *Sovereign Immunity.* Nothing in this Regulation shall provide or be interpreted to provide a waiver of sovereign immunity from suit of the Tribe or any of its governmental officers and/or agents.

7-6. *Effective Date.* This Regulation shall take effect on September 6, 2003 upon approval of the amendments by Tribal Council.

## **Chapter 3. Mileage Reimbursement Regulation**

Regulation #R100-04: AC-03

### **Section 1. Authority; Purpose**

1-1. *Purpose.* The Tribe recognizes that representatives of the Tribe may travel for business purposes while utilizing a personally owned vehicle. Accordingly, the Tribe will make efforts to provide accommodations for reimbursement of mileage to offset the costs associated with the use of a personally owned vehicle. However, the Tribe reserves the right to deny reimbursement of expenses that are considered unreasonable.

### **Section 2. Definitions**

2-1. *General.* For purposes of this regulation, certain terms are defined in this section. The word “shall” is always mandatory and not merely advisory. Unless defined elsewhere, terms defined in Chapter 1 and the Budget and Appropriations Ordinance are defined for the purposes of all *Budget and Appropriations Regulations*.

### **Section 3. Overall Policy**

3-1. *General Policy Statements.* The policy statements in this Section provide a foundation for all policies and procedures for a sound travel reimbursement system.

3-2. *Guidelines.* Reimbursements will be made only with proper documentation and as established in this Regulation.

3-3. *Application.* All employees, elected officials and appointed officials shall comply with the requirements of this Regulation.

3-4. *Purpose of Travel.* Travel should be for approved business purposes only and shall not be used for personal gain. Mileage cannot be claimed for staff meetings or as stated by the Tribal Ogema, Speaker or Recorder, or Chief Judge as may be appropriate.

3-5. *Responsibility of Traveler.* All travelers are responsible for complying with these policies and procedures and for the completion of the paperwork in order to obtain reimbursement. Mileage will be reimbursed only for miles actually driven by specific vehicles. Mileage will not be paid for trips not taken or for vehicles not driven; persons sharing a ride will not be paid mileage expenses that they did not incur.

3-6. *Type of Travel.* The easiest way to prepare a Travel Reimbursement Form is to determine which type of travel is being taken and complete the appropriate form. The type of travel and related forms are:

- a. Travel not including an overnight stay, and within 90 miles of the traveler’s departure address - fill out the Travel Reimbursement Request.
- b. All other travel not including overnight stay and over 90 miles shall abide by Chapter 2, Travel Regulations requirements.

### **Section 4. Procedures**

4-1. *General.* The following procedures must be used by all representatives of the Tribe when on Tribal business and utilizing a personally owned vehicle.

4-2. *Authorization.* A Mileage Reimbursement Request must be completed in full and signed by the traveler and their supervisor in order to begin the processing of the reimbursement. All incomplete forms will be returned to the traveler.

4-3. *Accounts Payable.* After the Mileage Reimbursement Request has been completed and authorized, the traveler will forward the form to Accounts Payable.

- a. All Mileage Reimbursement Request forms must be turned into Accounts Payable no later than the 5<sup>th</sup> of the month for the prior month’s mileage. Any exceptions must be authorized by the Tribal Ogema, Speaker or Recorder, or Chief Judge as may be appropriate.

4-4. *Standard Mileage Chart.* The Standard Mileage Chart attached to these regulations shall identify the

allowable mileage for the locations identified in that chart.

4-5. *Mileage rates.* Reimbursements will not exceed the mileage rate as stated in the Federal Register. The mileage rate may be amended periodically as promulgated in the Federal Register. The Purchasing and Travel Department will notify employees of changes to the mileage rate in a timely manner for the time period claimed.

4-6. *GSA and Tribally Owned Vehicles.* Employees should always request a GSA or Tribally owned vehicle, but in cases where a GSA or Tribally owned vehicle is not available a traveler may use his or her own vehicle for business.

## **Section 5. Adoption; Amendment; Repeal**

5-1. *Adoption.* This Chapter is approved by the Tribal Ogema on March 9, 2004 and approved by the Tribal Council on March 10, 2004.

a. *Amendment.* The Ogema approved amendments on November 17, 2004 and approved by the Tribal Council by resolution # 04-1117-459. As further amended by resolution # 04-1218-526.

5-2. *Amendment.* This Regulation may be amended by the Accounting department, in accordance with the Constitution and any rules set forth governing amendment of regulations of the Little River Band of Ottawa Indians. Provided that, any amendments must be approved or adopted in the same manner as set forth in Section 5-1.

5-3. *Severability Clause.* If any provision of this regulation or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of this regulation which can be given effect without the invalid provision or application, and to this end the provision of this regulation are severable.

5-4. *Compliance.* In regards to compliance with this regulation, substantial compliance with the ‘spirit’ of this regulation rather than complete compliance is acceptable.

5-5. *Sovereign Immunity.* Nothing in this Regulation shall provide or be interpreted to provide a waiver of sovereign immunity from suit of the Tribe or any of its governmental officers and/or agents.

5-6. *Effective Date.* This Regulation shall take effect on March 16, 2004, the amendments shall be effective upon approval by Tribal Council.

**Little River Band of Ottawa Indians  
Standard Mileage to Various Tribal Office Buildings**

Tribal Community Center to Health Center . . . . .	1.1
Tribal Community Center to Downtown Offices . . . . .	1.9
Tribal Community Center to Little River Casino Resort . . . . .	7.0
Tribal Community Center to Gathering (Pow wow) Grounds . . . . .	6.9
Tribal Community Center to Newland Building . . . . .	8.5
Tribal Community Center to Wastewater Treatment Facility . . . . .	7.7
Tribal Community Center to East Lake Building . . . . .	5.3
Tribal Community Center to Aki Maadziwin . . . . .	9.1
Health Center to Tribal Community Center . . . . .	1.1
Health Center to Downtown Offices . . . . .	0.8
Health Center to Little River Casino Resort . . . . .	5.9
Health Center to Gathering (Pow wow) Grounds . . . . .	5.8
Health Center to Newland Building . . . . .	7.4
Health Center to Wastewater Treatment Facility . . . . .	6.6
Health Center to East Lake Building . . . . .	4.2
Health Center to Aki Maadziwin . . . . .	8.0
Downtown Offices to Tribal Community Center . . . . .	1.9
Downtown Offices to Health Center . . . . .	0.8
Downtown Offices to Little River Casino Resort . . . . .	5.1
Downtown Offices to Gathering (Pow wow) Grounds . . . . .	5.0
Downtown Offices to Newland Building . . . . .	6.6
Downtown Offices to Wastewater Treatment Facility . . . . .	5.8
Downtown Offices to East Lake Building . . . . .	3.8
Downtown Offices to Aki Maadziwin . . . . .	7.2
Little River Casino Resort to Tribal Community Center . . . . .	7.0
Little River Casino Resort to Health Center . . . . .	5.9
Little River Casino Resort to Downtown Offices . . . . .	5.1
Little River Casino Resort to Gathering (Pow wow) Grounds . . . . .	0.1
Little River Casino Resort to Newland Building . . . . .	1.5
Little River Casino Resort to Wastewater Treatment Facility . . . . .	0.6
Little River Casino Resort to East Lake Building . . . . .	4.9
Little River Casino Resort to Aki Maadziwin . . . . .	2.0
Gathering (Pow wow) Grounds to Tribal Community Center . . . . .	6.9
Gathering (Pow wow) Grounds to Health Center . . . . .	5.8
Gathering (Pow wow) Grounds to Little River Casino Resort . . . . .	0.1
Gathering (Pow wow) Grounds to Downtown Offices . . . . .	5.0
Gathering (Pow wow) Grounds to Newland Building . . . . .	1.6
Gathering (Pow wow) Grounds to Wastewater Treatment Facility . . . . .	0.7
Gathering (Pow wow) Grounds to East Lake Building . . . . .	4.8
Gathering (Pow wow) Grounds to Aki Maadziwin . . . . .	2.1

Newland Building to Tribal Community Center .....	8.5
Newland Building to Health Center .....	7.4
Newland Building to Downtown Offices .....	6.6
Newland Building to Little River Casino Resort .....	1.5
Newland Building to Gathering (Pow wow) Grounds .....	1.4
Newland Building to Wastewater Treatment Facility .....	1.7
Newland Building to East Lake Building .....	6.4
Newland Building to Aki Maadziwin .....	3.1
Wastewater Treatment Facility to Tribal Community Center .....	7.7
Wastewater Treatment Facility to Health Center .....	6.6
Wastewater Treatment Facility to Downtown Offices .....	5.8
Wastewater Treatment Facility to Little River Casino Resort .....	0.6
Wastewater Treatment Facility to Gathering (Pow wow) Grounds .....	0.7
Wastewater Treatment Facility to Newland Building .....	1.7
Wastewater Treatment Facility to East Lake Building .....	5.5
Wastewater Treatment Facility to Aki Maadziwin .....	1.4
East Lake Building to Tribal Community Center .....	5.3
East Lake Building to Health Center .....	4.2
East Lake Building to Downtown Offices .....	3.8
East Lake Building to Little River Casino Resort .....	4.9
East Lake Building to Gathering (Pow wow) Grounds .....	4.8
East Lake Building to Wastewater Treatment Facility .....	5.5
East Lake Building to Newland Building .....	6.4
East Lake Building to Aki Maadziwin .....	6.9
Aki Maadziwin to Tribal Community Center .....	9.1
Aki Maadziwin to Health Center .....	8.0
Aki Maadziwin to Downtown Offices .....	7.2
Aki Maadziwin to Little River Casino Resort .....	2.0
Aki Maadziwin to Gathering (Pow wow) Grounds .....	2.1
Aki Maadziwin to East Lake Building .....	6.9
Aki Maadziwin to Wastewater Treatment Facility .....	1.4
Aki Maadziwin to Newland Building .....	3.1

**Chapter 5. Purchasing and Procurement - Tribal Council**  
Regulation # R100-01:AC-05

**Section 1. Authority; Purpose**

1-1. *Authority.* In accordance with the authority set forth in Article IV –

- a. Section 7(b) to authorize and ratify agreements and contracts negotiated by the Tribal Council on behalf of the Tribe;
- b. Section 7(c and d) to authorize the purchase and/or sale of land or forms of interests in land;
- c. Section 7(i)(2) to manage any funds within the exclusive control of the Tribe, to levy fines and other fees, and to borrow money; and
- d. Section 7(j) to take action not inconsistent with the Constitution;

the Tribal Council enacts these regulations which identify the processes by which the Tribal Council is authorized to expend funds of the Tribe.

Further, in accordance with Section 4.10 (e) of the Budget and Appropriation Ordinance, # 01-100-04, the Tribal Council hereby promulgates these rules for purchasing and procurement by the Tribe.

1-2. *Purpose.* This policy is intended to provide a framework for ensuring that purchasing transactions and accompanying procedures are uniformly applied. Guidelines are placed to support purchasing activities of the Tribe and to create a managed purchasing system.

**Section 2. Purchasing Policies - Tribal Council**

2-1. *Applicability.* The policy set forth in this Section, and as set forth in Chapter 1, shall be followed by the Tribal Council and its employees, including boards, committees and commissions of the Tribe.

2-2. *Justification.* All purchase and contract actions must be justifiable and support legitimate Tribal objectives.

2-3. *Pricing.* Purchasing and contract actions will be based on competitive pricing to the greatest extent possible and exceptions shall be documented and approved. Competitive pricing as used in this policy means obtain price quotes or bids from multiple vendors to assure the lowest price on quality goods and services.

2-4. *Purchasing Processing.* All purchases are to be processed through the Purchasing Department.

2-5. *Contracts.* All purchases shall be accompanied by an original signed contract or purchase order which shall be filed with the Purchasing Department.

2-7. *Designated Authority to Purchase.* The Recorder shall identify, in writing, to the Purchasing Supervisor and Controller the following information on an annual basis. Such authority shall also identify the authority to sign contracts authorized by the Tribal Council for the purchase of goods and services.

a. Actions \$0 to \$500.00 –

1. Speaker, authorized to sign off on travel, purchases, *encumbrance* and contracts of the Tribal Council, employees when the Recorder is unavailable, and boards, committees and commissions when the liaison is unavailable.
2. Recorder, authorized to sign off on travel and purchases of the Tribal Council, employees and boards, committees and commissions, when the liaison is unavailable..
3. Councilor liaison designations, authorized to sign off on travel, stipends, and purchases of the board, commission or committee to which they are assigned liaison.

b. Actions \$500.01 to \$2,500.00, one other officer of the Tribal Council.

c. Actions \$2,500.01 and above, by the Speaker after authorization by Tribal Council resolution.

2-8. *Designating Authority to Purchase - Gaming Commission; Gaming Commission Department.* The Gaming Commission, and the Department, is authorized the following levels of authority to make budgeted purchases and encumbrances.

- a. *Actions \$0 to \$500.00* - Surveillance and Compliance Managers authorized to sign for purchases and encumbrances.
- b. *Actions \$0 - \$1,500.00* - The Director of Gaming Regulatory & Compliance authorized to sign for purchases and encumbrances.
- c. *Actions greater than \$1,500.00* requires Gaming Commission approval by resolution. The Director of Gaming Regulatory & Compliance and the Gaming Commission Chairperson will sign for purchases and encumbrances.
- d. *Actions \$2,500.00 and above* require Gaming Commission approval by resolution and submission to Tribal Council for approval.
- e. *Actions \$0 to \$1,500.00* - The Gaming Commission is authorized to sign off on purchases or encumbrances in the absence of the Surveillance Manager, Compliance Manager or Director.

### **Section 3. Adoption; Amendment; Repeal**

3-1. *Adoption.* This Chapter is adopted by the Tribal Council on April 7, 2004 by resolution # 04-0407-139 and repeals all other purchasing regulations.

3-2. *Amendment.* This regulation may be amended by the Tribal Council, or by submission of amendments by the Tribal Ogema approved by the Tribal Council, in accordance with the Constitution and any rules set forth governing amendment of regulations of the Little River Band of Ottawa Indians.

3-3. *Severability Clause.* If any provision of this regulation or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of this regulation which can be given effect without the invalid provision or application, and to this end the provisions of this regulation are severable.

3-4. *Compliance.* In regards to compliance with this regulation, deviation from the requirements of this regulation must be noted and corrected. Failure to follow the requirements of this regulation may result in disciplinary action, up to and including termination from employment, removal from office if elected or appointed official, including action to recover expenditures resulting from unauthorized actions.

## **Chapter 6. Purchasing and Procurement - Tribal Court**

Regulation # R100-01:AC-06

### **Section 1. Authority; Purpose**

1-1. *Authority.* In accordance with the authority set forth in Article IV –

- a. Section 7(b) to authorize and ratify agreements and contracts negotiated by the Tribal Ogema on behalf of the Tribe;
- b. Section 7(c and d) to authorize the purchase and/or sale of land or forms of interests in land;
- c. Section 7(i)(2) to manage any funds within the exclusive control of the Tribe, to levy fines and other fees, and to borrow money; and
- d. Section 7(j) to take action not inconsistent with the Constitution;

the Tribal Council enacts these regulations which identify the processes by which the Tribal Court is authorized to expend funds of the Tribe.

Further, in accordance with Section 4.10 (e) of the Budget and Appropriation Ordinance, # 01-100-04, the Tribal Council hereby promulgates these rules for purchasing and procurement by the Tribe.

1-2. *Purpose.* This policy is intended to provide a framework for ensuring that purchasing transactions and accompanying procedures are uniformly applied. Guidelines are placed to support purchasing activities of the Tribe and to create a managed purchasing system.

### **Section 2. Purchasing Policies - Tribal Court**

2-1. *Applicability.* The policy set forth in this Section, and as set forth in Chapter 1, shall be followed by the Tribal Court and its employees.

2-2. *Justification.* All purchase and contract actions must be justifiable and support legitimate Tribal objectives.

2-3. *Pricing.* Purchasing and contract actions will be based on competitive pricing to the greatest extent possible and exceptions shall be documented and approved. Competitive pricing as used in this policy means obtain price quotes or bids from multiple vendors to assure the lowest price on quality goods and services.

2-4. *Purchasing Processing.* All purchases are to be processed through the Purchasing Department.

2-5. *Contracts.* All purchases shall be accompanied by an original signed contract or purchase order which shall be filed with the Purchasing Department.

2-7. *Designated Authority to Purchase.* The Tribal Court shall identify by order, each fiscal year, the persons authorized to make purchases on behalf of the Tribal Court. Such authority shall also identify the authority to sign contracts authorized by the Tribal Court for the purchase of goods and services, provided that such goods and services are specified within the approved budget of the Tribal Court.

### **Section 3. Adoption; Amendment; Repeal**

3-1. *Adoption.* This Chapter is adopted by the Tribal Council on April 7, 2004 by resolution # 04-0407-140 and repeals all other purchasing regulations.

3-2. *Amendment.* This regulation may be amended by the Tribal Council, or by submission of amendments by the Tribal Ogema approved by the Tribal Council, in accordance with the Constitution and any rules set forth governing amendment of regulations of the Little River Band of Ottawa Indians.

3-3. *Severability Clause.* If any provision of this regulation or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of this regulation which can be given effect without the invalid provision or application, and to this end the provisions of this regulation are severable.

3-4. *Compliance.* In regards to compliance with this regulation, deviation from the requirements of this regulation must be noted and corrected. Failure to follow the requirements of this regulation may result

in disciplinary action, up to and including termination from employment, reporting to Judicial Ethics Committee if Tribal judge, including action to recover expenditures resulting from unauthorized actions.

**Budget and Appropriations Regulations**  
**TAX REGULATIONS**  
**Regulation #R100-02:AC-07**

**Chapter 7. Tobacco Products.**

**Section 1. Authority; Purpose**

1-1. *Authority.* In accordance with resolution # 03-0205-33 which ratified the Tax Agreement between the Tribe and the State of Michigan, and resolution # 04-0324-137 which authorizes implementation of the Tax Agreement.

1-2. *Purpose.* This policy is intended to provide a framework for ensuring that Tribal tobacco products purchase and sale transactions are understood, and accompanying procedures are uniformly applied. Guidelines are placed to support purchasing activities of the Tribe and to create a managed purchasing system.

**Section 2. Definitions**

2-1. *General.* For purposes of this regulation, certain terms are defined in this section. The word “shall” is always mandatory and not merely advisory.

**Section 3. Tobacco Products**

3-1. *Licensing of Retailers.* Any Retailer engaged in the Sale of Retail of tobacco products from a location on Tribal and Trust Lands shall obtain a license as may be required by Tribal law.

3-2. *Authorizing Retailers.* Only those Retailers authorized by Tribal Council resolution may purchase tax exempt tobacco products under the Tribe’s tax exempt quota. Licensed Retailers shall be limited to that portion of the tax exempt quota as may be designated by the Tribal Council.

3-3. *Conditions Applicable to Retailers Licensed to Sell Tobacco Products.* Any Retailer licensed to engage in the Sale at Retail of tobacco products shall, as a condition of obtaining that license and/or registration, be required to agree to comply with the following requirements:

- a. A Licensed Retailer must purchase all tobacco products from a State-licensed wholesaler approved by the Tribe;
- b. All tobacco products offered for sale by a Licensed Retailer must bear the State tribal stamp;
- c. A Licensed Retailer must agree to maintain such books and records as would be required under State law for Retailers licensed by the State to engage in the Sale at Retail of tobacco products;
- d. A Licensed Retailer authorized to either: (1) purchase and sell tax free quota tobacco products; or (2) sell tobacco products to Tribal Members without collecting Michigan tobacco products taxes under the “Refund System”, shall be required to maintain records of its purchases and, where applicable, sales of tax free tobacco products as required under Section XI(A)(3) and XI(B)(3) of the Tax Agreement; and
- e. A Licensed Retailer shall permit representatives of the State access to the Retailer’s premises for the purpose of conducting inspections, including

unannounced inspections, of facilities (including vending machines) where tobacco products are sold and stored, as well as any vehicles use to transport tobacco products.

3-3. *Purchases Subject to Michigan Tobacco Products Tax.* Unless exempted by the Tax Ordinance and these Regulations, all purchases of tobacco products by Tribal Members within the Reservation shall be subject to the imposition and collection of Michigan tobacco products tax, which shall be added to the price. Retailers operating within Tribal and Trust Lands shall remit tax proceeds and provide information as required under the provisions of the Tobacco Products Tax Act, MCL Section 205.421 et seq., as it may be amended from time to time.

3-4. *Locations at Which Exempt Purchases May be Made.*

a. Tobacco products may be purchased by Tribal Members without payment of Michigan tobacco products tax at the following retail outlet:

1. Odawa Trading Post at Little River Casino Resort

b. Except as provided in sub-section (a), Tribal Members may not purchase tax exempt tobacco products at any other retail establishment with the Tribe's Reservation, including other locations at Little River Casino Resort.

3-5. *Limits on Purchases of Exempt Tobacco Products by Tribal Members.*

a. Tribal Members may purchase tobacco products from a Licensed Retailer without payment of tobacco products tax, provided the purchase is solely for personal use and not for resale.

b. Tribal Members are prohibited from purchasing more than two (2) cartons of tax exempt cigarettes at any one time. Retailers shall include the full amount of Michigan tobacco products tax in the price of all tobacco products sold to Tribal Members in excess of the two (2) carton limit.

c. Tribal Members shall be prohibited from purchasing more than two (2) cartons of tax exempt cigarettes during any calendar month. Retailers shall include the full amount of Michigan tobacco products tax in the price of all tobacco products sold to Tribal Members in excess of the two (2) carton limit during any calendar month.

d. All sales of tobacco products to Tribal Members in excess of the total annual ceiling for tax exempt tobacco product sales agreed to by the Tribe and the State of Michigan under the Tax Agreement shall include the full amount of the Michigan tobacco products tax.

e. The Tax Department shall audit the records of all Retailers authorized to sell tax exempt tobacco products to enforce the limits prescribed in these Regulations. Retailers shall be responsible for paying the Michigan tobacco products tax on all sales of tobacco products to Tribal Members above the single transaction and monthly limits established in these regulations.

3-6. *Civil Penalties; Remedies.*

a. Any person who violates Section 3-5(c) shall be guilty of a civil infraction and shall be subject to a civil penalty of Fifty Dollars (\$50.00). Each transaction by a person which violates Section 3-5(c) shall be treated as a separate offense.

b. Any person who violates Section 3-5(a) by purchasing tax-exempt tobacco products for, or selling tax-exempt tobacco products to, any person not entitled to purchase the same under the terms of the Tax Agreement shall be guilty of a civil

infraction and shall be subject to a civil penalty of One Hundred Dollars (\$100.00). Each transaction by a person which violates Section 3-5(b) shall be treated as a separate offense.

c. Any Retailer who knowingly violates Section 3-5(b) shall be guilty of a civil infraction and shall be subject to a civil penalty of One Hundred Dollars (\$100.00). Each transaction shall be treated as a separate offense.

d. The remedies in this section are not intended to be exclusive, but shall be in addition to and independent of:

1. Any applicable contractual remedy;
2. Seizure of tobacco products possessed in violation of the Tax Agreement or these regulations;
3. Suspension of a Tribal Member's privilege to purchase tax-exempt tobacco products for up to 1 year.
4. Any disciplinary action taken against a violator as an employee;
5. Wage garnishment and set-off against any funds owed by the Tribe to any Tribal member;
6. License suspension or revocation;
7. Prosecution or other enforcement action under federal or state law or under the provisions of other chapters of the Tribal Code or Regulations.

**3-7. *Criminal Offenses; Remedies.***

a. Any person who commits a knowing or intentional violation of Section 3-5(c) may be charged with a criminal offense punishable by a fine of up to One Thousand Dollars (\$1,000.00) or imprisonment for not more than six months, or both.

b. Any person who violates Section 3-5(a) by selling tax-exempt tobacco products to any person not entitled to purchase the same under the terms of the Tax Agreement may be charged with a criminal offense punishable by a fine of up to Two-Thousand Five Hundred Dollars (\$2,500.00) or imprisonment for not more than six months, or both.

**Section 4. Adoption; Amendment; Repeal**

4-1. *Adoption.* This Chapter is approved by the Tribal Council on April 14, 2004, by resolution # 04-0414-159 and amended by resolution #04-1110-453, resolution #06-412-238 and resolution #07-0411-169.

4-2. *Amendment.* This regulation may be amended by the Tax Department in accordance with the Constitution and any rules set forth governing amendment of regulation of the Little River Band of Ottawa Indians. Provided that, any amendments must approved or adopted in the same manner as set forth in section 4-1.

4-3. *Severability Clause.* If any provision of this regulation or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of this regulation which can be given effect without the invalid provision or application, and to this end the provisions of this regulation are severable.

4-4. *Compliance.* In regards to compliance with this regulation, substantial compliance with the 'spirit' of this regulation rather than complete compliance is acceptable.

4-5. *Sovereign Immunity*. Nothing in this Regulation shall provide or be interpreted to provide a waiver of sovereign immunity from suit of the Tribe or any of its governmental officers and/or agents.

4-6. *Effective Date*. This Regulation shall take effect on April 14, 2004.